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Attorneys for Defendants Shiver and Duke, LLC, Edith Anne Hunt

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CHANEL, INC.,

Plaintiff,

v.

SHIVER AND DUKE, LLC, EDITH ANNE
HUNT and JOHN DOES 1-10,

Defendants.

Civil Action No. 1:21-cv-01277-MKV

~~AMENDED PROPOSED~~ FINAL
**ORDER AND JUDGMENT
ON CONSENT FOR PERMANENT
INJUNCTION**

Plaintiff Chanel, Inc. (“Chanel”) having filed a complaint against Defendants Shiver and Duke, LLC (“Shiver and Duke”), Edith Anne Hunt (“Hunt”) and John Does 1-10 for trademark infringement under Section 32(1) of the United States Trademark Act of 1946, as amended (the “Lanham Act”), 15 U.S.C. § 1114(1); federal unfair competition under Section 43(a) of the

Lanham Act, 15 U.S.C. § 1125(a); trademark dilution under Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c); trademark infringement and unfair competition under New York common law; and trademark dilution under N.Y. Gen. Bus. Law § 360-1 (the “Civil Action”), all arising out of Defendants’ offering for sale of jewelry that incorporates used, repurposed buttons that bear Chanel’s federally registered CC Monogram trademark (the “Buttons”) and promoted by use of the CHANEL trademark (the CC Monogram and CHANEL trademarks collectively the “Chanel Marks”); and

Defendants Shiver and Duke and Hunt (collectively the “Shiver and Duke Defendants”) having been duly served with a copy of the summons and complaint in the Civil Action, having retained counsel to represent it in the Civil Action, and having agreed to the jurisdiction and venue of this Court to adjudicate the Civil Action and to issue a Final Order and Judgment on Consent; and

Chanel and the Shiver and Duke Defendants having stipulated and consented to the entry of this Final Order and Judgment on Consent for Permanent Injunction (the “Judgment”) on the terms set forth herein;

NOW THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Judgment issued herein is based on the following representations of the Shiver and Duke Defendants, which representations are made part of, are material to, and are a basis for entry into this Judgment:

(a) The Court has jurisdiction over the subject matter of this action, the Court has personal jurisdiction over the Shiver and Duke Defendants, venue is proper in this District, and the Shiver and Duke Defendants acknowledge that this Court has jurisdiction over each of them to enter this Judgment against them.

(b) Each of the Shiver and Duke Defendants consents to entry of this Judgment, each acknowledges that this Court can enter this Final Judgment that is binding on each of them individually, and each of the Shiver and Duke Defendants has the legal capacity to enter into this Judgment and to carry out all obligations and requirements herein.

(c) Hunt is the president and majority owner of Shiver and Duke and has the power and authority to sign on behalf of, enter into agreements on behalf of, and to otherwise bind Shiver and Duke on whose behalf she is executing this Judgment.

(d) Chanel has been using the Chanel Marks on or in connection with a wide range of fashion-related products, and the promotion thereof, including in connection with jewelry, and owns trademark registrations for the Chanel Marks, including in connection with jewelry, which registrations are valid and subsisting.

(e) The Shiver and Duke Defendants have manufactured, created, marketed, displayed, offered for sale, and sold jewelry that incorporates the Buttons. The Shiver and Duke Defendants contend without proof that the Buttons were authentic; however, none of which were obtained from Chanel or verified as genuine by Chanel and all of which were used without Chanel's authorization, permission, or consent (the "Objected-to Jewelry").

(f) The materials used by the Shiver and Duke Defendants bearing the Chanel Marks that are or were incorporated into the Objected-to Jewelry consisted only of the Buttons. The Buttons were purchased from various used clothing stores, consignment clothing stores, and antique markets, including but not limited to, Scott Antique Market, in Atlanta, Georgia and Lakewood Antique Market in Atlanta, Georgia, and from online retailers with accounts at eBay, including Taxidoll, boutique shopstar, and veterocheck123. Attached hereto as **Exhibit A** are screenshots from eBay showing purchases of Buttons. The Shiver and Duke Defendants do not

have any other purchase documents, receipts, or statements of authenticity regarding the Buttons in their possession, custody, or control.

(g) The Shiver and Duke Defendants sold the Objected-to Jewelry solely and exclusively through their own website at shiverandduke.com and to a small number of retailers for purposes of resale. Attached as **Exhibit B** is a list of all of the retailers to whom the Shiver and Duke Defendants sold the Objected-to Jewelry and copies of all receipts in their possession, custody, or control showing those sales to retailers for which the Shiver and Duke Defendants have proof. On October 13, 2022, the Shiver and Duke Defendants sent an email communication with attached letter in the form attached as **Exhibit C** to inform retailers to whom Objected-to Jewelry was sold by the Shiver and Duke Defendants that the Objected-to Jewelry is no longer available for sale from the Shiver and Duke Defendants. The Shiver and Duke Defendants have never sold or offered for sale any of the Objected-to Jewelry to wholesalers.

(h) The Shiver and Duke Defendants, as of September 8, 2022, have (i) ceased the creation, manufacture, display, offering for sale, and sale of the Objected-to Jewelry through any and all channels of trade; (ii) ceased all advertising and marketing of the Objected-to Jewelry; (iii) used their best efforts to remove all references to the Chanel Marks and all references and depictions of any Objected-to Jewelry from all media, all websites and all social media sites that they control or over which they have the right to control; and (iv) used their best efforts to remove all references to the Chanel Marks in source code, metadata, AdWords, sponsored ads, user names, account names, page tags, and favicons from all media, website and all social media sites that they control or over which they have the right to control.

(i) Other than the Objected-to Jewelry, neither of the Shiver and Duke Defendants uses or has used any of the Chanel Marks for any commercial purpose; neither has

made any use of the Chanel Marks to advertise, market, or promote any goods or services; and neither has bid on any of the Chanel Marks for purposes of influencing Internet search results.

(j) Other than the business entity Shiver and Duke, none of the Shiver and Duke Defendants has any ownership interest in any business involved in the sale, offering for sale, marketing, advertising or display of any services or products, including but not limited to, jewelry, that bear any of the Chanel Marks, that are created out of or that incorporate any materials bearing any of the Chanel Marks, or that are otherwise advertised or promoted by reference to any of the Chanel Marks (the “Prohibited Products”).

(k) The Shiver and Duke Defendants are the sole manufacturers of the Objected-to Jewelry and did not purchase the Objected-to Jewelry from any other source.

(l) The best estimate by the Shiver and Duke Defendants is that they manufactured in total approximately 400 pieces of Objected-to Jewelry. The Shiver and Duke Defendants’ current inventory of Objected-to Jewelry or other products that are not created or manufactured by Chanel and that bear a Chanel Mark is four (4) necklaces and the Shiver and Duke Defendants’ complete inventory of buttons or other items bearing a Chanel Mark purchased or obtained for the purpose of creating or manufacturing Objected-to Jewelry or other products is twelve (12) Buttons.

(m) Other than the items identified in subparagraph (l) above, none of the Shiver and Duke Defendants, nor any of their affiliates, agents, employees, servants, licensees, or any entities owned or controlled in whole or in part by any one of them, have possession, custody, or control of any remaining inventory of materials (including finished goods) bearing any of the Chanel Marks.

(n) The Shiver and Duke Defendants do not have any business cards, stationary, advertising or marketing materials or other items that incorporate, bear or feature any

of the Chanel Marks or any other mark that calls to mind or is intended to be associated with Chanel or that refers to any products offered for sale by using any of the Chanel Marks.

(o) The Shiver and Duke Defendants represent that as of October 31, 2022 they have preserved all books, records (including all hard drives on computers used for business purposes, including servers, as well as all computer disks and backup disks) and other documents concerning all transactions relating to the purchase by the Shiver and Duke Defendants of any materials bearing any of the Chanel Marks that the Shiver and Duke Defendants used for their Objected-to Jewelry, the provenance and authenticity of any such materials, and the sale of the Objected-to Jewelry and have provided all such materials to Chanel as reflected in **Exhibits A - C** and further represent that (a) should they discover any additional documents relevant to the issues raised in the complaint in this action they shall provide such documents to Chanel within five (5) business days of discovery and (b) they shall not rely on any documents related to the purchase by the Shiver and Duke Defendants of any materials bearing any of the Chanel Marks that the Shiver and Duke Defendants used for their Objected-to Jewelry, the provenance and authenticity of any such materials that have not been provided to Chanel in any subsequent dispute or proceeding with Chanel, including any proceeding arising out of compliance with this Judgment.

(p) Entry into this Judgment does not violate any other agreements that the Shiver and Duke Defendants have entered into with any third party and the Shiver and Duke Defendants have the right and ability to carry out all terms of this Agreement.

2. Shiver and Duke; any affiliate, division, subsidiary, parent, predecessor, successor, assign, transferee, or related company of Shiver and Duke; any officer, agent, shareholder, managing member, representative, principal, owner, director, licensee, or employee of Shiver and Duke, including but not limited to Hunt; any company now or in the future owned

in majority part by or under control or management of Shiver and Duke or owned or controlled by any principal or majority owner of Shiver and Duke or under common management with Shiver and Duke; any transferee, assignee, or heir of Hunt; any company in which Hunt now or in the future is a controlling officer, director, member, manager or of which Hunt either now or in the future is otherwise a majority stockholder; any company or entity now or in the future under the control, ownership or management of Hunt, who or which receives notice of this Judgment directly or otherwise (collectively the “Enjoined Parties”), are hereby permanently enjoined and forever restrained from:

(a) using for any purposes any of the Chanel Marks or any variant thereof in any form or in any media and whether or not it is incorporated into or used on any materials, whether or not such materials are genuine (collectively the “Prohibited Marks and Materials”), in or as part of a design, logo, or trademark; using any of the Prohibited Marks and Materials in or on any of the Prohibited Products; or otherwise using any of the Prohibited Marks and Materials in connection with the importation, production, creation, manufacture, distribution, promotion, advertisement, sale, offering for sale, of any Prohibited Products or to otherwise promote or advertise any business, product or service;

(b) importing, producing, creating, manufacturing, distributing, promoting, advertising, selling, offering for sale, advertising or promoting any products not made or authorized by Chanel that are made up in whole or in part of buttons or other materials or components bearing any of Chanel’s trademarks including but not limited to the Chanel Marks, or that otherwise bear any of Chanel’s trademark or consist of any of the Prohibited Marks and Materials, or otherwise supplying any Prohibited Marks and Materials to any third party or otherwise contributing to any third party’s use of Prohibited Marks and Materials;

(c) making any reference to Chanel or using any of the Chanel Marks or the Prohibited Marks and Materials in any media for any purpose other than to refer to genuine Chanel products in their original form;

(d) re-purposing any buttons or other materials or components bearing any of the Chanel Marks so as to create a new or different product or otherwise conducting any business that manufactures, sells, advertises, or promotes any re-purposed products or any component parts or other materials that use or consist of any of the Prohibited Marks and Materials;

(e) using any false designation of origin or false description (including, without limitation, any letters or symbols), or performing any act which can, or is likely to, lead members of the trade or public to believe that any of the products of any of the Enjoined Parties is associated with Chanel or that any product imported, manufactured, created, distributed, advertised, promoted, offered for sale or sold by any of the Enjoined Parties that is not in fact a genuine Chanel product made wholly by Chanel is in any manner associated or connected with Chanel, or is authorized, licensed, sponsored, otherwise approved by, guaranteed by or is otherwise authenticated by Chanel;

(f) obtaining or seeking to obtain any trademark or copyright registrations in the United States for any design or mark that consists in whole or in part or includes any of the Chanel Marks;

(g) engaging in any activity constituting unfair competition with Chanel, constituting an infringement of the Chanel Marks, or diluting the Chanel Marks;

(h) transferring, consigning, selling, shipping or otherwise moving any goods, packaging or other materials in the Shiver and Duke Defendants' possession, custody or control bearing any of the Chanel Marks; and

(i) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a) through (h) above.

3. Within ten (10) business days of entry of this Judgment, the Shiver and Duke Defendants, at their own cost, shall deliver to Chanel or to any entity specified by Chanel (x) all of the remaining inventory of finished goods listed above in Section 1(l), and (y) all of their inventory of materials bearing any of the Chanel Marks not incorporated into finished pieces (or that has been removed from finished pieces) listed above in Section 1(l). For the avoidance of doubt, the Shiver and Duke Defendants do not need to deliver any component pieces such as chains or earring backings that do not bear or include or display a Chanel Mark or that do not consist of or incorporate any of the Prohibited Marks and Material. The Shiver and Duke Defendants shall not be compensated for the value of any of the materials delivered to Chanel as required by this Judgment. Chanel shall be permitted to destroy or otherwise dispose of such goods in any manner it sees fit without compensation to the Shiver and Duke Defendants or their owners or principals.

4. Should the Shiver and Duke Defendants or any one of them materially violate any provision of this Judgment, materially fail to comply with any of the obligations contained in this Judgment, or make any material error or omission in any of the representations contained in this Judgment, and if such violation is not curable or if after notice of the violation(s) by Chanel the Shiver and Duke Defendants fail to cure the same within five (5) business days of notice, Chanel shall be entitled to pursue claims for breach and seek remedies for contempt including all relief under 18 U.S.C. § 401, *et. seq.* In addition to the relief specified in Title 18, upon a Court's determination that the Shiver and Duke Defendants are in contempt of this Judgment,

Chanel also shall be entitled to recover from the Shiver and Duke Defendants or any successor company the following:

(a) to the extent any of the representations set out in Section (1) are materially false, the Shiver and Duke Defendants shall be deemed to have violated the Court order and shall pay to Chanel \$15,000 for each material misrepresentation that is false;

(b) to the extent any of the Enjoined Parties is found to be advertising, promoting, selling, offering for sale, making available for sale, accepting orders for, or filling orders for any Prohibited Products, the Shiver and Duke Defendants shall pay to Chanel liquidated damages in the amount of \$50,000 for each different product together with the Shiver and Duke Defendants' gross profits from the sale of each such product;

(c) all investigation costs and other costs and fees incurred by Chanel in learning of or investigating any violation or breach of this Judgment;

(d) all of Chanel's costs and attorneys' fees incurred in connection with discovering any violation or breach of this Judgment, assessing the violation or breach of this Judgment, advising the breaching party or its counsel of any violation or breach of this Judgment and bringing any action for violation or breach of this Judgment.

Prior to seeking a finding of contempt based on a failure to comply with any of the curable obligations of this Final Judgment, Chanel shall first provide the Shiver and Duke Defendants with notice of the violation and provide the Shiver and Duke Defendants with five (5) business days to cure. Chanel shall not be obligated to provide notice of any errors or omissions in any of the representations before seeking contempt. Further, following its initial notice to cure, Chanel shall not be obligated to provide notice of any subsequent violations of the Final Judgment to the Shiver and Duke Defendants before seeking a finding of contempt.

The above remedies are cumulative. Should Chanel file a motion for breach of this Judgment or for contempt, none of the Shiver and Duke Defendants shall challenge the issuance or entry of this Judgment, its validity, or the Shiver and Duke Defendants' understanding of or knowledge of the terms of this Judgment. Further, should a Court find the Shiver and Duke Defendants or any one of them in contempt of this Final Order and Judgment none of the Shiver and Duke Defendants shall challenge Chanel's rights to any of the relief identified above.

5. This Judgment shall resolve those claims and demands that were asserted or could have been asserted in the Civil Action against the Shiver and Duke Defendants by Chanel arising out of the same facts set forth in the Civil Action and all relief and remedies requested by Chanel and shall constitute a final adjudication of the merits as to any such claims, remedies and relief as well as all defenses and counterclaims, permissive or compulsory, that were or could have been asserted by the Shiver and Duke Defendants in the Civil Action or that arise out of the same nexus of facts as the Civil Action and all relief and remedies requested and shall constitute a final adjudication of the merits as to any such claims, counterclaims, defenses, remedies, and relief.

6. The parties to this Judgment waive all right to appeal from entry of this Judgment.

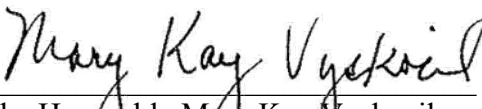
7. By their signatures and acknowledgments below, the parties understand and agree to be bound by the terms of this Judgment.

8. The Shiver and Duke Defendants acknowledge that they have obtained advice of counsel with respect to this Judgment. The Shiver and Duke Defendants further acknowledge that their decision to enter into this Judgment has not been influenced by any promises, representations, or statements made by Chanel or anyone acting on its behalf other than those set forth in this Judgment.

9. In connection with any further proceedings concerning the subject matter of this Judgment, including the enforcement of this Judgment, service on Shiver and Duke or Hunt will be deemed effective by mailing a copy of any motion papers or other pleadings to Shiver and Duke, LLC, 1100 Peachtree Street, NE, Suite 690, Atlanta, Georgia 30309 with a copy via regular mail to Peter F. Schoenthaler at Schoenthaler Law Group, 3200 Windy Hill Road, SE, Suite 1600E, Atlanta, Georgia 30339 and by email to pfs@schoenthalerlaw.com and crosser@schoenthalerlaw.com.

10. This Judgment is a final judgment resolving all claims which Plaintiff asserted in the Civil Action against the Shiver and Duke Defendants. This order further dismisses without prejudice all claims against any unnamed John Doe Defendants and is made part of the public record. The parties will bear their own attorneys' fees and expenses in connection with the Civil Action.

SO ORDERED this 29th day of November, 2022:


The Honorable Mary Kay Vyskocil
United States District Judge

STIPULATED AND AGREED:

Dated: New York, New York
11/29
_____, 2022

CHANEL, INC.

By: Lora Moffatt

Name: Lora Moffatt

Title: Head of IP for Chanel, Inc.

Dated: Atlanta, Georgia
November 29, 2022

EDITH ANNE HUNT

By: E. A. Hunt

Dated: Atlanta, Georgia
November 29, 2022

SHIVER AND DUKE, LLC

By: E. A. Hunt

Name: Edith Anne Hunt


Title: President and Owner

Agreed as to Form:


Barbara A. Solomon
Shelby Rokito
Fross Zelnick Lehrman & Zissu, P.C.
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Attorneys for Plaintiff Chanel, Inc.

Dated: November 29, 2022


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david.liston@listonabramson.com

*Attorneys for Defendants Shiver and Duke,
LLC, and Edith Anne Hunt*

Dated: November 29, 2022

EXHIBIT A

Time placed Jan 20, 2020 at 11:58 AM
Order number 01-04436-69504
Total \$27.50 (1 item)
Sold by littlecoolj

Delivered on Sat, Jan 25, 2020



Paid
Jan 20



Shipped
Jan 20



Delivered
Jan 25

Tracking details

Number 9400108205497045189145

Order info

Time placed	Jan 20, 2020 at 12:06 PM
Order number	16-04435-71998
Total	\$131.48 (9 items)
Sold by	<u>one-stop-button-shop</u>

Delivery info

Delivered on Fri, Jan 24, 2020



Paid

Jan 20



Shipped

Jan 21



Delivered

Jan 24

Tracking details

Number 9200190221582716572502

Item info

Order info

Time placed	Jan 25, 2020 at 11:46 AM
Order number	13-04456-19329
Total	\$101.50 (2 items)
Sold by	<u>taxidoll</u>

Delivery info

Delivered on Fri, Jan 31, 2020



Paid
Jan 25



Shipped
Jan 26



Delivered
Jan 31

Tracking details

Number	9400108205497069419518
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Order info

Time placed	Jan 26, 2020 at 11:24 AM
Order number	06-04460-43381
Total	\$236.00 (4 items)
Sold by	<u>taxidoll</u>

Delivery info

Delivered on Fri, Jan 31, 2020



Paid
Jan 26



Shipped
Jan 26



Delivered
Jan 31

Tracking details

Number	9400108205497070320995
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Time placed Jan 26, 2020 at 5:21 PM
Order number 09-04461-58162
Total \$124.95 (8 items)
Sold by one-stop-button-shop

Delivered on Fri, Jan 31, 2020



Paid
Jan 26



Shipped
Jan 28



Delivered
Jan 31

Tracking details

Number 9400108205496045780383

Order info

Time placed Feb 16, 2021 at 12:08 PM
Order number 26-06590-33506
Total \$89.30 (2 items)
Sold by rebeccas8833

Delivery info

Delivered on Mon, Feb 22, 2021



Paid
Feb 16



Shipped
Feb 16



Delivered
Feb 22

Tracking details

Number 9400108205496317640247

Order info

Time placed	Feb 20, 2020 at 10:55 AM
Order number	01-04569-03548
Total	\$600.00 (10 items)
Sold by	<u>taxidoll</u>

Delivery info

Delivered on Mon, Feb 24, 2020



Paid
Feb 20



Shipped
Feb 20



Delivered
Feb 24

Tracking details

Number 9400108205497183818594

Order info

Time placed	Feb 21, 2020 at 12:35 PM
Order number	17-04572-41891
Total	\$471.93 (8 items)
Sold by	<u>littlecoolj</u>

Delivery info

Delivered on Tue, Feb 25, 2020



Paid
Feb 21



Shipped
Feb 22



Delivered
Feb 25

Tracking details

Number	9400108205497189752625
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Order info

Time placed	Feb 28, 2020 at 3:51 PM
Order number	02-04605-53006
Total	\$166.00 (3 items)
Sold by	<u>veterochek123</u>

Delivery info

Delivered on Mon, Mar 2, 2020



Paid
Feb 28



Shipped
Feb 29



Delivered
Mar 2

Tracking details

Number	9400108205496108643495
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Order info

Time placed	Mar 4, 2020 at 1:40 PM
Order number	15-04627-45155
Total	\$366.00 (6 items)
Sold by	<u>taxidoll</u>

Delivery info

Delivered on Mon, Mar 9, 2020



Paid
Mar 4



Shipped
Mar 5



Delivered
Mar 9

Tracking details

Number	9400108205497249837668
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Order info

Time placed	Mar 12, 2020 at 5:35 AM
Order number	03-04661-94560
Total	\$128.00 (2 items)
Sold by	<u>taxidoll</u>

Delivery info

Delivered on Mon, Mar 16, 2020



Paid
Mar 12



Shipped
Mar 12



Delivered
Mar 16

Tracking details

Number	9400108205497280280843
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Order info

Time placed	Mar 22, 2020 at 11:10 AM
Order number	18-04706-05922
Total	\$156.00 (2 items)
Sold by	<u>taxidoll</u>

Delivery info

Delivered on Thu, Mar 26, 2020



Paid
Mar 22



Shipped
Mar 22



Delivered
Mar 26

Tracking details

Number	9400108205497320662981
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Order info

Time placed	Apr 30, 2020 at 6:11 PM
Order number	18-04946-78502
Total	\$237.40 (4 items)
Sold by	<u>taxidoll</u>

Delivery info

Delivered on Mon, May 4, 2020



Paid
Apr 30



Shipped
May 1



Delivered
May 4

Tracking details

Number	9400108205496275046860
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Order info

Time placed	May 10, 2020 at 2:59 AM
Order number	08-05005-35047
Total	\$158.99 (3 items)
Sold by	<u>veteroche123</u>

Delivery info

Delivered on Wed, May 13, 2020



Paid
May 10



Shipped
May 10



Delivered
May 13

Tracking details

Number	9400108205496306508824
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Order info

Time placed	May 10, 2020 at 9:43 AM
Order number	24-05014-79238
Total	\$180.56 (4 items)
Sold by	<u>boutique_shopstar</u>

Delivery info

Delivered on Fri, May 15, 2020



Paid
May 10



Shipped
May 11



Delivered
May 15

Tracking details

Number	9400108205496308324040
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Order info

Time placed	Jun 7, 2020 at 12:14 PM
Order number	08-05182-11365
Total	\$265.72 (3 items)
Sold by	<u>boutique_shopstar</u>

Delivery info

Delivered on Thu, Jun 11, 2020



Paid
Jun 7



Shipped
Jun 7



Delivered
Jun 11

Tracking details

Number	9400108205497805128292
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Order info

Time placed Jun 11, 2020 at 1:46 PM
Order number 04-05208-63851
Total \$421.99 (7 items)
Sold by taxidoll

Delivery info

Delivered on Wed, Jun 17, 2020



Paid
Jun 11



Shipped
Jun 11



Delivered
Jun 17

Tracking details

Number 9400108205497833677694

Order info

Time placed	Jul 2, 2020 at 3:40 AM
Order number	04-05324-76482
Total	\$286.41 (4 items)
Sold by	<u>taxidoll</u>

Delivery info

Delivered on Wed, Jul 8, 2020



Paid
Jul 2



Shipped
Jul 2



Delivered
Jul 8

Tracking details

Number	9400108205497946512585
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Order info

Time placed	Jul 7, 2020 at 4:37 PM
Order number	21-05354-66638
Total	\$1,264.84 (6 items)
Sold by	<u>littlecoolj</u>

Delivery info

Delivered on Mon, Jul 13, 2020



Paid
Jul 7



Shipped
Jul 8



Delivered
Jul 13

Tracking details

Number	9410808205496476785694
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Order info

Time placed	Sep 9, 2020 at 7:10 AM
Order number	21-05703-97424
Total	\$297.30 (2 items)
Sold by	<u>taxidoll</u>

Delivery info

Delivered on **Mon, Sep 14, 2020**



Paid
Sep 9



Shipped
Sep 9



Delivered
Sep 14

Tracking details

Number	9400108205497278345912
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Order info

Time placed	Feb 16, 2021 at 12:08 PM
Order number	26-06590-33506
Total	\$89.30 (2 items)
Sold by	<u>rebeccas8833</u>

Delivery info

Delivered on Mon, Feb 22, 2021



Paid
Feb 16



Shipped
Feb 16



Delivered
Feb 22

Tracking details

Number	9400108205496317640247
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Order info

Time placed	Jul 30, 2021 at 1:58 PM
Order number	12-07407-09588
Total	\$176.72 (4 items)
Sold by	<u>jonafan_55</u>

Delivery info

Delivered on Tue, Aug 3, 2021



Paid
Jul 30



Shipped
Jul 31



Delivered
Aug 3

Tracking details

Number	9405508205497446101008
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Order info

Time placed Aug 6, 2021 at 7:11 PM
Order number 19-07436-63667
Total \$186.41 (4 items)
Sold by rebeccas8833

Delivery info

Delivered on Tue, Aug 10, 2021



Paid
Aug 6



Shipped
Aug 7



Delivered
Aug 10

Tracking details

Number 9405508205496988191126

EXHIBIT B

Store NAME	
Sassanova	805 Aliceanna Street Baltimore MA
Urban Market	657 Hurstbourne Pkwy Louisville KY
Marta's	4209 Lassiter Mill Road Raliegh, NC
Huff Harrington	3872 Roswell Road Atlanta, GA 30075
Margaurites	1430 Dresden Drive Suite 100B Atlanta, GA 30319
Starr Home	15124 Lleytons Ct, Edmond, OK 73013
Anna's	1456 Town Center Drive Lakeland FL
Bluetique	125 Palafox Place Pensicula FL
Mildred and Mables	109 Franklin St, Clarksville, TN 37040
Noddy	86 Queen St, Charleston, SC 29401
Modish	5050 NE 5th Ave Miami FL 33137
Naomi Grace	831 Leonard Court Lawrenceville GA

d

4 pieces

Atlanta, GA 30327
404.323.4356
www.shiverandduke.com
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d

CB	Designer NECKLACE CHAIN
CB	Designer Pearl Earrings
CB	Designer Gold Drop Earrings
CB	Designer Layered Necklace
CB	WHITE DESIGNER BRACELET

6 pieces

SHIVER + DUKE

[illegible]

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12 pieces

d

14 pieces

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d
SHIVER DUKE

RETAIL NAME: Margaurites
SHIP DATE: 20-Jun

PRODUCT CODE	COLOR (S)	QTY	WS Price	Total	2.3%
CB Designer Chanel Layered Necklace	2 navy, 2 white, 2 black, 2 blk/white	8	\$65.00	\$520.00	#N/A
CB Designer NECKLACE ball chain		11	\$55.00	\$605.00	#N/A
CB Designer NECKLACE CHAIN	1 pink, 1 stone, 1 white, 1 black	4	\$65.00	\$260.00	#N/A
CB Designer Chain bracelet	2 pink, 2 black, 2 white	6	\$44.00	\$264.00	#N/A
CB Stackable Designer Bracelets		4	\$52.00	\$208.00	#N/A
Designer Gold Drop Earrings	1 pink, 2 white, 1 blk/white	4	\$72.00	\$288.00	#N/A
CB DESIGNER STUDS	1 white, 1 h.pink, 1lt.pink, 1 black	4	\$62.00	\$248.00	#N/A
Designer Mini Pearl Earrings	2 white, 2 black	4	\$67.00	\$268.00	#N/A
Designer Pearl Drop Earrings	2 white, 2 black	4	\$78.00	\$312.00	#N/A
Designer Pearl Stud Earrings	2 black, 2 white	4	\$67.00	\$268.00	#N/A
Stone pair stacks	navy, white, black	3	\$66.00	\$198.00	#N/A
CB Stackable Designer Bracelets	grey, white	2	\$52.00	\$104.00	#N/A
CB SDesigner Layered Necklace	flower, navy	2	\$65.00	\$130.00	#N/A
CB DESIGNER STUDS		3	\$62.00	\$186.00	#N/A
DOGWOOD STUD EARRINGS		2	\$22.00	\$44.00	#N/A
Tulum Earrings		3	\$30.00	\$90.00	#N/A
Designer Gold Drop Earrings	pink	1	\$72.00	\$72.00	#N/A
Designer Mini Pearl Earrings		1	\$67.00	\$67.00	#N/A
REMY EARRINGS	grey, white	1	\$38.00	\$38.00	#N/A
Mumbai Earrings		1	\$32.00	\$32.00	#N/A
dragonfly earrings		1	\$30.00	\$30.00	#N/A
gold bamboo earrings		1	\$30.00	\$30.00	#N/A
ava earrings	black	1	\$37.00	\$37.00	#N/A
chain link earrings		1	\$30.00	\$30.00	#N/A
flower ball earrings	blush and navy	2	\$33.00	\$66.00	
olivia earrings		1	\$32.00	\$32.00	
Pearl stone earrings	clear and black	2	\$34.00	\$68.00	#N/A
daisy Cluster Earrings	White	1	\$30.00	\$30.00	#N/A
Pearl Hoop Earrings		1	\$40.00	\$40.00	#N/A
Grey Pearl Drop Earrings		1	\$33.00	\$33.00	#N/A
bee stud		1	\$15.00	\$15.00	#N/A
star studs		1	\$11.00	\$11.00	
			S+H		
			Total w/	\$4,624.00	

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42 pieces

SHIVER ★ DUKE

RETAIL NAME: Sassonova

1. CB
CB
CB
CB

27 pieces

SHIVER  DUKE

RETAIL NAME:	Noddy
SHIP DATE:	as read

[illegible]

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4 piece

SHIVER ★ DUKE

RETAIL NAME:	Annas
SHIP DATE:	221

[illegible]

14 pieces

d

SHIVER & DUKE

RETAIL NAME: Annas
SHIP DATE: 21-Apr

PRODUCT CODE	COLOR (S)	QTY	WS Price	Total	2.3%
Designer Gold Drop Earrings		7	\$72.00	\$504.00	#N/A
Designer Mini Pearl Earrings		6	\$67.00	\$402.00	#N/A
Designer Mini Pearl Earrings L		5	\$67.00	\$335.00	#N/A
designer hoop earrings L		10	\$72.00	\$720.00	#N/A
Designer Pearl Drop Earrings		3	\$78.00	\$234.00	#N/A
DESIGNER STUDS L		14	\$60.00	\$840.00	#N/A
G Gunmetal Necklace		2	\$55.00	\$110.00	#N/A
G ENAMEL NECKLACE		2	\$63.00	\$126.00	#N/A
GOLD FILLED L ANCHOR NECKLACE		10	\$105.00	\$1,050.00	#N/A
L CHAIN NECKLACE		3	\$83.00	\$249.00	#N/A
DESIGNER Long Necklace		6	\$60.00	\$360.00	#N/A
Gold Filled Small Paperclip Designer Necklace L		7	\$69.00	\$483.00	#N/A
Gold Filled Ball Chain Designer Necklace		7	\$69.00	\$483.00	#N/A
Gold Filled Designer Necklace		17	\$70.00	\$1,190.00	#N/A
Designer gold filled g chain necklace		2	\$70.00	\$140.00	#N/A
DESIGNER CHAIN LINK NECKLACE		2	\$65.00	\$455.00	#N/A
DESIGNER ball chain NECKLACE		12	\$55.00	\$660.00	#N/A
GOLD FILLED DESIGNER BRACELET		2	\$49.00	\$98.00	#N/A
DESIGNER Chain bracelet		2	\$44.00	\$88.00	#N/A
DESIGNER COWHIDE CUFF		3	\$57.00	\$171.00	#N/A
Designer SNAKESKIN cuff		3	\$57.00	\$171.00	#N/A
Designer Rolo Chain Necklace		5	\$59.00	\$295.00	#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
Total Units			Sub Total	\$9,164.00	
			S+H	\$15.00	
			Total w/	\$9,179.00	

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35 pieces

SHIVER DUKE

[illegible]

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6 pieces

SHIVER DUKE

RETAIL NAME: Bluetique
SHIP DATE: 21-Jun

PRODUCT CODE	COLOR (S)	QTY	WS Price	Total	2.3%
<i>CB</i> Gold Filled Designer Necklace		3	\$70.00	\$210.00	#N/A
Gold Filled Small Paperclip Designer Necklace L		2	\$69.00	\$138.00	#N/A
<i>CB</i> DESIGNER ball chain NECKLACE		4	\$55.00	\$220.00	#N/A
<i>CB</i> DESIGNER Long Necklace		1	\$60.00	\$60.00	#N/A
DESIGNER STUDS L		3	\$60.00	\$180.00	#N/A
Wristlet		2	\$40.00	\$80.00	#N/A
GOLD FILLED ANCHOR NECKLACE		1	\$105.00	\$105.00	#N/A
Cora Earrings		1	\$34.00	\$34.00	#N/A
Elsie Earrings		1	\$32.00	\$32.00	#N/A
Chloe Earrings		2	\$34.00	\$68.00	#N/A
Adelyn Earrings		1	\$33.00	\$33.00	#N/A
Josie Butterfly Earrings		1	\$30.00	\$30.00	#N/A
Harper Earrings		1	\$27.00	\$27.00	#N/A
Evie Earrings		1	\$30.00	\$30.00	#N/A
Millie Earrings		1	\$33.00	\$33.00	#N/A
Minnie Bow Earrings		2	\$29.00	\$58.00	#N/A
Sandbar Earrings		1	\$28.00	\$28.00	#N/A
GOLD FILLED DUCK FEATHER EARRINGS		2	\$37.00	\$74.00	#N/A
Pearl Cluster Studs		1	\$21.00	\$21.00	#N/A
Gold Filled Dainty Earrings		1	\$21.00	\$21.00	#N/A
Gold Filled Pearl Necklace		1	\$62.00	\$62.00	#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
#N/A			#N/A		#N/A
Total Units			Sub Total	\$1,544.00	
			S+H	\$15.00	
			Total w/	\$1,559.00	

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8 pieces

SHIVER ★ DUKE

UNIT 5	
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C/B
C/B
C/B
C/B
C/B

11 pieces

d

SHIVER + DUKE

RETAIL NAME:	Annas
SHIP DATE:	21-Nov

[illegible]

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35 pieces

SHIVER + DUKE

PRODUCT CODE

22-Feb

[illegible]

2 piece

SHIVER + DUKE

[illegible][illegible]

1 piece



1750 Powder Springs Road
Suite, 190, Box 112
Marietta, GA 30064

- ☐ Recorded on Gift Card Log
☐ Recorded on Items Log
☐ Receipt Sent to Donors

DONATION RECEIPT

Date: 9/2022_____

Name: Shiver and Duke_____

Address: 1100 Peachtree Street, NE
Suite 690
Atlanta, Georgia 30309

Email: _____

ITEMS OR GIFT CARDS DONATED:

_____Necklace_____

On behalf of Rescuing Hope, thank you for the generous donation of the items listed above. Please use this letter as a tax-receipt of the donated items. Per IRS Regulations, we hereby state that no goods or services were received in exchange for this donation. Rescuing Hope, Inc. is a 501(c)3 corporation. Our tax ID is 47-3356764.

Sincerely,

Susan Norris, Founder and Executive Director
Rescuing Hope, Inc.
www.rescuinghope.com

EXHIBIT C

From: edithanne shiverandduke.com <edithanne@shiverandduke.com>
Subject: A letter from us and moving forward
Date: October 13, 2022 at 11:29:17 AM EDT
To: info shiverandduke.com <info@shiverandduke.com>
Bcc: Noddy Charleston <noddycharleston@gmail.com>, Angela Tandy <angela@sassanova.com>, "laura@martasofraleigh.com" <laura@martasofraleigh.com>, Chris McCoy <chris@annasoflakeland.com>, Tara Starr <starrhomeokc@hotmail.com>, Laura Belsinger <laura@bluetiquepensacola.com>, Colleen Murphy <mildredandmablesmg@gmail.com>, Michelle Burtch <info@shopcanvas.com>, Jess Neville <jess@patinastores.com>, "finleycarriage@gmail.com" <finleycarriage@gmail.com>, Hello <Hello@bettykellygifts.com>, Reed's Gift Shop <reedsgiftshop@gmail.com>, "shop@thefinickyfilly.com" <shop@thefinickyfilly.com>, Kristen Robinette <kristen@backdownsouthbg.com>, 'vintagenest' <vintagenest@comcast.net>, "wshields@sitestar.net" <wshields@sitestar.net>, "ohyeahboutique@gmail.com" <ohyeahboutique@gmail.com>

Dear All,

As you know we have ceased repurposing any pieces with Chanel buttons. Please see attached for your reference and feel free to reach out with any questions.

Appreciate you all!

Edith Anne Hunt

www.shiverandduke.com

<https://www.instagram.com/shiverandduke/>

Dear _____:

We at Shiver and Duke appreciate your business and the support you have shown our small company. Shiver and Duke strives to provide high-quality goods at reasonable prices, and the satisfaction of our customers is our paramount concern.

As you know, Shiver and Duke manufactures jewelry of its own, original designs, some of which incorporate components not originally manufactured by Shiver and Duke. In the past, we have incorporated items repurposed from used clothing by other designers, including Chanel® buttons. In such cases, we have included prominent disclaimers ensuring that purchasers are aware that neither we, nor our products, have any affiliation with Chanel®. Due to its extensive disclaimers, among other reasons, Shiver and Duke has maintained that its use of used Chanel® buttons is permissible.

Despite our disclaimers, Chanel, Inc. has maintained its objections to Shiver and Duke's incorporation of used, Chanel-branded buttons into Shiver and Duke's jewelry designs, and has filed legal action against Shiver and Duke.

Accordingly, Shiver and Duke has ceased all use of Chanel® buttons in Shiver and Duke's products and will no longer sell any products that utilize Chanel® buttons.

Shiver and Duke will continue to create custom jewelry and accessories of its own, original designs and using all-original components of the same quality you have come to expect from us, and we welcome your continued business and support as we move forward.

Thank you again and best regards,



Edith Anne Hunt,
Owner, Shiver and Duke, LLC